

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
EL PASO DIVISION**

STIPULATED FEE AND COST SETTLEMENT AGREEMENT

This Stipulated Fee and Cost Settlement Agreement (Agreement) is made between Robert Moore (Plaintiff), and the United States' Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), and Department of Health and Human Services (HHS) (collectively Federal Defendants) to resolve Plaintiff's claim for attorney's fees and costs.

Plaintiff and Federal Defendants (the Parties) agree that it serves the interest of the Parties and judicial economy and efficiency to settle Plaintiff's claims for attorney's fees and costs without the need for further litigation. The Parties therefore enter this Agreement without any admission of fact or law, or waiver of any claims or defenses, factual or legal.

Accordingly, the Parties agree and stipulate as follows:

1. The Federal Defendants agree to pay Plaintiff the sum of FIFTY-SIX THOUSAND FOUR HUNDRED FIFTY-SIX AND 75/100 DOLLARS (\$56,456.75) to settle Plaintiff's claim for attorney's fees and costs. This sum shall be paid by the Federal Defendants as follows:

- a. CBP: \$53,137.50 attorney fees plus \$1,481.75 costs
- b. ICE: \$262.50 attorney fees
- c. HHS: \$1,575.00 attorney fees

Payments shall be made via electronic fund transfer to Plaintiff's counsel. Counsel for Plaintiff shall provide counsel for the Federal Defendants all necessary account information to effectuate the electronic fund transfers. The account information provided by Plaintiff's counsel shall be kept confidential and shall be used for the sole purpose of making the electronic fund transfers provided for in this Agreement.

2. Federal Defendants reasonably anticipate that the entire payment process will be completed within 30 days of a signed Court order approving this Agreement, or by December 13, 2021, whichever is earlier. If the Federal Defendants become aware of any substantial delays in the administrative process of the payments, counsel for the Federal Defendants will contact counsel for Plaintiff as quickly as practicable.

3. Sum payments from CBP, ICE, and HHS as listed in Paragraph 1 above, shall be in full settlement and satisfaction of any and all claims for litigation fees and costs, through and including the date of this Agreement, incurred in connection with the filing of Plaintiff's complaint. Plaintiff agrees to accept these payments in full settlement and satisfaction of said claims. Plaintiff's counsel agrees to distribute the settlement proceeds and to obtain a dismissal of the above-captioned action with prejudice upon receipt of the settlement proceeds.

4. The Parties agree that the settlement amounts listed in Paragraph 1 above, represent the entire amount of the compromised settlement and that attorney's fees and costs owed by Plaintiff will be paid out of the settlement amounts listed in Paragraph 1 above and not in addition thereto.

5. In return for the consideration described in Paragraph 1 above, and upon receipt of said funds, Plaintiff agrees: (a) that this action will be dismissed with prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), and (b) to release Federal Defendants from any and all claims set forth in the complaint in this action, including any and all claims for attorneys' fees and costs.

6. This Agreement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the Federal Defendants, the United States, its agents, servants, or employees, and it is specifically denied that they are liable to the Plaintiff. Additionally, the agreed amount of attorney fees to be paid by the Federal Defendants are in no way intended to be, and should not be construed as, an admission or agreement on, the reasonableness of attorney fees incurred. This Agreement is entered into by all parties for the purpose of making peace, compromising disputed claims under the Freedom of Information Act (FOIA) and avoiding the expenses and risks of further litigation.

7. This Agreement constitutes the full and complete satisfaction of any and all claims arising from: (a) the allegations set forth in the complaint filed in this lawsuit, and (b) any litigation or administrative proceedings that Plaintiff has brought, could bring, or could have brought regarding the FOIA requests at issue in this case, including all claims for attorney's fees and costs.

8. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. The Parties, by their undersigned attorneys, hereby stipulate and agree that this action shall be dismissed with prejudice. This Agreement is entered into in accordance with the provisions of Fed. R. Civ. P. 41(a)(1)(A)(ii).

9. The terms of this Agreement shall become effective upon entry of an order by this Court ratifying the Agreement.

10. This Agreement contains all the terms of the agreement between the Parties with respect to the subject of this litigation and supersedes all prior negotiations and writings regarding this matter. Plaintiff declares that he has read and reviewed this Agreement and that he fully understands the terms of said Agreement. Plaintiff further declares that he voluntarily accepts this Agreement for the purpose of making full and final compromise of all claims, which were made, or could have been made in connection with the cause of action and underlying facts now pending

in the above-styled and numbered cause and any outstanding claims by Plaintiff, and that all agreements and understandings of the Parties have been included and expressed herein.

11. Each of the Parties' undersigned representatives certify that they are fully authorized to enter into and execute the terms and conditions of this Agreement and do hereby agree to the terms herein.

Respectfully Submitted,

ASHLEY C. HOFF
UNITED STATES ATTORNEY

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

ROBERT MOORE §
Plaintiff, §
§
v. § EP-19-CV-00279-DCG
§
U.S. IMMIGRATION AND CUSTOMS §
ENFORCEMENT; U.S. CUSTOMS AND §
BORDER PROTECTION; AND §
U.S. DEPARTMENT OF HEALTH §
AND HUMAN SERVICES, §
Defendants. §

ORDER

The Court having reviewed the Stipulated Fee and Cost Settlement Agreement submitted by the Parties in the above-entitled and numbered cause, is of the opinion that said agreement should be and is hereby **RATIFIED**.

THEREFORE, AS PREVIOUSLY ORDERED (ECF No. 134), the Parties shall either FILE dismissal papers by December 13, 2021 or NOTIFY the Court, prior to the December 13, 2021 deadline, if they will require additional time.

SIGNED this ____ day of _____, 2021.

DAVID C. GUADERRAMA
UNITED STATES DISTRICT JUDGE